

Feature Film Or Television Series Proposal Form

Important Information

The information you provide in this document and through any other documentation, either directly or through your insurance broker, will be relied upon by the insurers to decide whether or not to accept your insurance as proposed and if so, on what terms.

Every question must be answered fully, truthfully and accurately. If space is insufficient for your answer, please use additional sheets, sign and date each one and attach them to this document.

If you do not understand or if you have any questions regarding any matter in this document, including these Important Information, please contact us or your insurance broker before signing the Declaration at the end of this document.

Unless we have confirmed in writing that temporary cover has been arranged, no insurance is in force until the risk proposed has been accepted in writing by us and you have paid or agreed to pay the premium.

Agent of Insurers

Cinesure Global Pty Ltd acts as the agent of the insurer and not as your agent when issuing insurance policies, dealing with or settling any claims. This is an important document, please read it carefully.

Duty of Disclosure

Before You enter into an insurance contract, You have a duty to tell Us of anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms. You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary, or reinstate an insurance contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for;
- is of common knowledge;
- We know or should know as an insurer; or
- We waive Your duty to tell us about.

If You do not tell Us something

If You do not tell Us anything You are required to, we may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

Privacy

We are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs), which will ensure the privacy and security of your personal information.

The information provided in this document and any other documents provided to us will be dealt with in accordance with our Privacy Policy. By executing this document you consent to collection, use and disclosure of your personal information in accordance with our Privacy Policy. If you do not provide the personal information requested or consent to its use and disclosure in accordance with our Privacy Policy, your application for insurance may not be accepted, we may not be able to administer your services/products, or you may be in breach of your duty of disclosure.

Our Privacy Policy explains how we collect, use, disclose and handle your personal information including transfer overseas and provision to necessary third parties as well as your rights to access and correct your personal information and make a complaint for any breach of the APPs. A copy of our Privacy Policy is located on our website at www.sura.com.au.

Please access and read this policy. If you have any queries about how we handle your personal information or would prefer to have a copy of our Privacy Policy mailed to you, please ask us. If you wish to access your file please ask Cinesure Global Pty Ltd.

1. Name of proposer

2. Address

3. Telephone

Facsimile

4. Email address

5. Proposer is

☐

(A) Individual

☐

(B) Partnership

☐

(C) Company

6. Number of employees

7. Is the proposer registered for GST?

☐

Yes

☐

No

ABN

ITC

 %

8. a) Producer

b) Director

c) Production accountant

d) Production manager

9. Experience of producer, director and production manager (e.g. Previous film and television productions)?

a) Producer

b) Director

c) Production manager

10. Title of production

11. How will the production be released, type of production and running time?

12. Storyline (Attach synopsis)

13. Completion bond company

14. Release or distribution organisation

15. Distributor/broadcaster

16. Financing sources

17. List third parties (if any) who need to be named as "loss payees" on the policy

18. Where will the shooting take place? (Please attach a list of all shooting locations and time spent at each location)

19. Geographical limits required



Australia wide



New Zealand wide



Australia and New Zealand



Worldwide

20. Describe stunts, scenes involving animals, motor cycles, special vehicles, watercraft, aircraft, explosives, pyrotechnics, use of trains/railroad or any other hazardous activities (Attach a copy of Safety Report)

21. Production schedule**Required Periods of Insurance**

	From	To
a) Commencement of pre-production	/ /	/ /
b) Commencement of principal photography	/ /	/ /
c) Post-production to estimated completion of protection print or duplicate tape	/ /	/ /

22. Estimated Cost

a) Total budget (attach budget and synopsis)	\$
b) Story, scenario, music, sound rights and royalties	\$
c) Total negative cost (a – b)	\$
d) Post production cost	\$
e) Net insurable production cost (c – d)	\$
f) Estimated cost per episode (if applicable)	\$

23. Indicate (by ticking) if any of the following optional items are to be Insured

- | | | |
|--|--|--|
| <input type="checkbox"/> Story and scenario royalties | <input type="checkbox"/> Royalties | <input type="checkbox"/> Music and sound rights continuity |
| <input type="checkbox"/> Continuity | <input type="checkbox"/> Interest property taxes | <input type="checkbox"/> Property taxes |
| <input type="checkbox"/> Premium paid for this insurance | | |

24. What format of content media is to be used?

25. Name and address of

- | | |
|-------------------------------|----------------------|
| a) Laboratory(s) to be used | <input type="text"/> |
| b) Cutting room(s) to be used | <input type="text"/> |
| c) Studio(s) to be used | <input type="text"/> |
| d) Vault(s) to be used | <input type="text"/> |

26. Are any special film or specialised equipment being used in this production? e.g. imax, animation, cgi, steadycam, underwater, overwater, aerial photography, etc.

☐ Yes ☐ No

If yes, please explain

27. Will Content Media and camera equipment be tested prior to commencement of Principal Photography?

☐ Yes ☐ No

28. How will Content Media be transported to the procession laboratory? (e.g. road, rail, air)

29. How frequently will content media be

a) Transported?

b) Processed?

c) Viewed?

d) If not daily, explain in detail how frequently content media will be processed and viewed

e) Will results be viewed daily on a colour monitor?

☐ Yes ☐ No

30. Location to which equipment is returned when not in use?

31. What measures will be taken to protect equipment while in use and who is responsible?

32. Cast coverage

Name	Age	Role	Period of Cover

NB. The policy requires that the named persons listed previously be examined not more than seven (7) days prior to commencement of cover by a qualified medical practitioner. Each named person must provide the qualified medical practitioner with a fully completed Health Declaration as supplied by Cinesure Global.

No cover for sickness and illness will be granted for a named person until a fully completed health declaration form is received and approved by Cinesure Global.

33. Are any persons covered involved in any hazardous activity?
☐ Yes ☐ No

If yes, please provide full details

34. Are any special conditions, contract requirements or stop dates on persons to be covered?
☐ Yes ☐ No

If yes, please provide full details

35. List of deferments, if any

Payee	Amount
	\$
	\$

36. Is equipment rented or owned?**37. Do all major items have protective transport casing?**
☐ Yes ☐ No

If no, how are items protected for transport?

38. Does the production require transporting any equipment overseas?

☒ Yes☐ No

If yes, please give details of where to and how equipment is to be transported

39. Will this production require the use of aircraft, motor vehicles or watercraft?

☒ Yes☐ No

a) Is breakdown cover required?

☒ Yes☐ No

If yes, please give details of property being used and confirm items are successfully tested including serviced by qualified mechanics

40. Insurance requirements: Is fire cover required?

☒ Yes☐ No

Type of Cover	Sum Insured (Limit Any One Occurrence)
1) Film producers indemnity (Cast)	<div>\$</div>
2) Content media	<div>\$</div>
3) Extra expense	<div>\$</div>
4) Production property	<div>\$</div>
a) Owned equipment	<div>\$</div>
b) Non owned equipment	<div>\$</div>
c) Office contents	<div>\$</div>
d) Props, sets, wardrobe and scenery	<div>\$</div>
5) Money	<div>\$</div>
6) Liability	<div>\$</div>
41. Currency required?	<div><input checked="" type="radio"/> AUD<input type="radio"/> NZD</div>

42. If any individual item insured under production property above is valued in excess of \$100,000 give details

43. Estimated time needed to reconstruct destroyed sets of scenery?

44. What other location or studio facilities are or will be immediately available as an alternative?

45. Do all independent contractors have their own public liability coverage?

☒ Yes ☐ No

If no, please explain

46. Are any non employees (e.g. re-enactors, contestants etc.) involved in the production?

☐ Yes ☒ No

If yes, please explain

47. Are any specialist crew members or other safety measures being taken with special processes or equipment?

☐ Yes ☒ No

If yes, please explain

48. If the proposer is a partnership, please provide the names and addresses of each partner

49. If the proposer is a company or a private business venture, other than a partnership, please supply the names and addresses of each director

50. Have any of the proposers ever been convicted of a criminal offence relating to arson, fraud or otherwise involving dishonesty?

☐ Yes

☐ No

If yes, please provide full details

51. Have any of the proposers

a) Ever had any insurance declined, cancelled or made the subject of special terms or conditions?

☐ Yes

☐ No

b) Lodged a claim on an insurance policy (other than for a motor vehicle or a life policy) during the past five (5) years?

☐ Yes

☐ No

c) Ever had a claim declined by an insurance company?

☐ Yes

☐ No

If yes to a), b) or c), please provide full details

52. Have any of the proposers arranged any other insurance through Cinesure Global or with any other insurer, which covers the subject matter of this proposal?

☐ Yes

☐ No

If yes, please provide full details

53. Have any of the proposers entered into any agreement which would affect your right to make a claim against a responsible third party in the event of a claim under the insurance now being proposed?

☐ Yes

☐ No

If yes, please provide full details

54. Is the financial interest of any other person or organisation (for example, a mortgagee or other financier, lessor or principal), to be noted on the policy?

☐ Yes

☐ No

If yes, please provide full details

55. Have you or any partner or director of the business

☐ Yes ☐ No

a) Ever been declared bankrupt?

If yes, please provide full details

b) Been involved in a company or business which became insolvent or subject to any form of solvency administration?

☐ Yes ☐ No

If yes, please provide full details

Declaration and Authorisation

This Declaration must be signed by the intending insured as the Proposer(s). If the intending insured is a Company, Partnership or other business venture or involves more than one person or entity, then the person signing this declaration must be authorised to sign on behalf of all persons/entities identified as the intending insured(s).

Before completing this document, I/We have read and understood the information herein.

I/We undertake to inform Cinesure Global Pty Limited of any material alteration to this information occurring before the proposed insurance commences.

I/We declare that the statements and particulars contained within this Proposal Form are true and that I/We have not mis-stated or suppressed any material facts.

I/We understand that Cinesure Global Pty Limited is relying on information supplied herein to decide whether or not to accept or reject this risk and that no material information has been knowingly withheld.

I/We acknowledge that by submitting this completed Proposal Form (with any other information) I/We consent that Cinesure Global Pty Limited may use and disclose my/our personal information in accordance with the "Privacy Statement" at the beginning of this Proposal. This consent remains valid until I/We alter or revoke it by written notice. I/We also undertake to advise any changes to my/our personal information.

Name of Named Insured

Signature

This Proposal is to be signed by a Principal, Partner or Director of the Proposed Insured

Title of signatory

Full name

Date

/ /

Clearance Procedures

The following is a guide, not a complete checklist, for the Proposer's lawyer who should make certain that the undernoted points have been complied with prior to final cut or first exhibition of the production to be insured.

1. The script should be read prior to commencement of the production to eliminate matter which is defamatory, invades privacy or is otherwise potentially actionable.
2. Unless the work is an unpublished original not based on any other work, a copyright report must be obtained. Both domestic and foreign copyrights and renewal rights should be checked. If a completed film is being acquired a similar review should be made on copyright and renewals on any copyrighted underlying property.
3. If the script is an unpublished original, the origins of the work should be ascertained – basic idea, sequence of events and characters. It should be ascertained if submissions of any similar properties have been received by the applicant and, if so, the circumstances as to why the submitting party may not claim theft or infringement should be described in detail.
4. Prior to final title selection, a report should be obtained.
5. Whether production is fictional (and location is identifiable) or factual, it should be made certain that no names, faces or likenesses of any recognisable living persons are used unless written releases have been obtained. Release is unnecessary if person is part of a crowd scene or shown in a fleeting background. Telephone books or other sources should be checked when necessary. Releases can only be dispensed with if the applicant provides the insurer with specific reasons, in writing, as to why such releases are unnecessary and such reasons are accepted by the insurer. The term "living persons" include thinly disguised versions of living persons or living persons who are readily identifiable because of the identity of other characters or because of the factual, historical or geographical setting.
6. Releases from living persons should contain language which gives the applicant the right to edit, delete material juxtapose any part of the film with any other film, change the sequence of events or of any questions posed and/ or answers, fictionalise persons or events including the releasee and to make any other changes in the film that the applicant deems appropriate. If a minor, consent has to be legally binding.
7. If music is used, the applicant must obtain all necessary synchronisation and performance licences.
8. Written agreements must exist between the applicant and all creators, authors, writers, performers and other persons providing material (including quotations from copyrighted works) or on screen services.
9. If distinctive locations, buildings, businesses, personal property or products are filmed, written releases should be secured. This is not necessary if nondistinctive background use is made of real property.
10. If the production involves actual events it should be ascertained that the author's sources are independent and primary (contemporaneous newspaper reports, court transcripts, interviews with witnesses etc.) and not secondary (another author's copyrighted work, autobiographies, copyrighted magazine articles, etc.)
11. Shooting script and rough cuts should be checked, if possible, to assure compliance of all the above. During photography persons may be photographed on location, dialogue added or other matter included which was not originally contemplated.
12. If the intent is to use the production to be insured on video disc, tape cassettes or other new technology, rights to manufacture, distribute and release the production should be obtained, including the above rights, from all writers, directors, actors, musicians, composers and others necessary therefor.
13. Film clips are dangerous unless clearances for the second use are obtained from those rendering services or supplying material. Special attentions should be paid to music rights, as publishers are taking the position that a new synchronisation and performance licence is required.
14. Aside from living persons, even dead persons (through their personal representatives or heirs) have a "right of publicity" especially where there is considerable fictionalisation. Clearances should be obtained where necessary.